

HEARING DATE AND TIME: July 22, 2009 at 9:45 a.m. (Eastern Time)

OBJECTION DEADLINE: July 17, 2009 at 4:00 p.m. (Eastern Time)

**IF YOU HAVE RECEIVED THIS NOTICE AND ARE A
CONTRACT-COUNTERPARTY TO AN AGREEMENT WITH
THE DEBTORS, PLEASE REVIEW EXHIBIT A, ATTACHED
TO THE MOTION (AS DEFINED BELOW), TO DETERMINE IF THE
MOTION AFFECTS YOUR AGREEMENT AND YOUR RIGHTS THEREUNDER.**

Harvey R. Miller
Stephen Karotkin
Joseph H. Smolinsky
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

Attorneys for Debtors
and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	:	
In re	:	Chapter 11 Case No.
	:	
GENERAL MOTORS CORP., et al.,	:	09-50026 (REG)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----X		

**NOTICE OF DEBTORS' THIRD OMNIBUS MOTION PURSUANT
TO 11 U.S.C. § 365 TO REJECT CERTAIN EXECUTORY CONTRACTS**

PLEASE TAKE NOTICE THAT:

PLEASE TAKE NOTICE that upon the annexed motion, dated July 7, 2009 (the "**Motion**"), of General Motors Corporation and its affiliated debtors, as debtors and debtors in possession (collectively, the "**Debtors**"), for an order, pursuant to section 365, of title 11, United States Code to reject certain executory contracts (collectively, the "**Executory Contracts**"), as more fully set forth in the Motion, a hearing will be held before the Honorable Robert E. Gerber, United States Bankruptcy Judge, in Room 621 of the United States Bankruptcy Court for the

Southern District of New York, One Bowling Green, New York, New York 10004, on **July 22, 2009 at 9:45 a.m. (Eastern Time)**, or as soon thereafter as counsel may be heard.

PLEASE TAKE FURTHER NOTICE that any responses or objections to the Motion must be in writing, shall conform to the Federal Rules of Bankruptcy Procedure and the Local Rules of the Bankruptcy Court, and shall be filed with the Bankruptcy Court (a) electronically in accordance with General Order M-242 (which can be found at www.nysb.uscourts.gov) by registered users of the Bankruptcy Court's filing system, and (b) by all other parties in interest, on a 3.5 inch disk, preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format (with a hard copy delivered directly to Chambers), in accordance with General Order M-182 (which can be found at www.nysb.uscourts.gov), and served in accordance with General Order M-242, and on (i) Weil, Gotshal & Manges LLP, attorneys for the Debtors, 767 Fifth Avenue, New York, New York 10153 (Attn: Harvey R. Miller, Esq., Stephen Karotkin, Esq., and Joseph H. Smolinsky, Esq.); (ii) the Debtors, c/o General Motors Corporation, 300 Renaissance Center, Detroit, Michigan 48265 (Attn: Lawrence S. Buonomo, Esq.); (iii) Cadwalader, Wickersham & Taft LLP, attorneys for the United States Department of the Treasury, One World Financial Center, New York, New York 10281 (Attn: John J. Rapisardi, Esq.); (iv) the United States Department of the Treasury, 1500 Pennsylvania Avenue NW, Room 2312, Washington, D.C. 20220 (Attn: Matthew Feldman, Esq.); (v) Vedder Price, P.C., attorneys for Export Development Canada, 1633 Broadway, 47th Floor, New York, New York 10019 (Attn: Michael J. Edelman, Esq. and Michael L. Schein, Esq.); (vi) Kramer Levin Naftalis & Frankel LLP, attorneys for the statutory committee of unsecured creditors, 1177 Avenue of the Americas, New York, New York 10036 (Attn: Kenneth H. Eckstein, Esq., Thomas Moers Mayer, Esq., Adam C. Rogoff, Esq., and Gordon Z. Novod,

Esq.); (vii) the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (“**UAW**”), 8000 East Jefferson Avenue, Detroit, Michigan 48214 (Attn: Daniel W. Sherrick, Esq.); (viii) Cleary Gottlieb Steen & Hamilton LLP, attorneys for the UAW, One Liberty Plaza, New York, New York 10006 (Attn: James L. Bromley, Esq.); (xi) Cohen, Weiss and Simon LLP, attorneys for the UAW, 330 W. 42nd Street, New York, New York 10036 (Attn: Babette Ceccotti, Esq.); (xii) the Office of the United States Trustee for the Southern District of New York (Attn: Diana G. Adams, Esq.), 33 Whitehall Street, 21st Floor, New York, New York 10004; (xiii) the affected counterparties to the Executory Contracts; and (xiv) the U.S. Attorney’s Office, S.D.N.Y., 86 Chambers Street, Third Floor, New York, New York 10007 (Attn: David S. Jones, Esq. and Matthew L. Schwartz, Esq.), so as to be received no later than **July 17, 2009, at 4:00 p.m. (Eastern Time)** (the “**Objection Deadline**”).

If no objections are timely filed and served with respect to the Motion, the Debtors may, on or after the Objection Deadline, submit to the Bankruptcy Court an order substantially in the form of the proposed order annexed to the Motion, which order may be entered with no further notice or opportunity to be heard offered to any party.

Dated: New York, New York
July 7, 2009

/s/ Joseph H. Smolinsky

Harvey R. Miller

Stephen Karotkin

Joseph H. Smolinsky

WEIL, GOTSHAL & MANGES LLP

767 Fifth Avenue

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Attorneys for Debtors
and Debtors in Possession

HEARING DATE AND TIME: July 22, 2009 at 9:45 a.m. (Eastern Time)

OBJECTION DEADLINE: July 17, 2009 at 4:00 p.m. (Eastern Time)

IF YOU HAVE RECEIVED THIS MOTION AND ARE A CONTRACT-COUNTERPARTY TO AN AGREEMENT WITH THE DEBTORS, PLEASE REVIEW EXHIBIT A, ATTACHED HERETO, TO DETERMINE IF THIS MOTION AFFECTS YOUR AGREEMENT AND YOUR RIGHTS THEREUNDER.

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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re	:	Chapter 11 Case No.
	:	
GENERAL MOTORS CORP., et al.,	:	09-50026 (REG)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----X		

**DEBTORS' THIRD OMNIBUS MOTION PURSUANT
TO 11 U.S.C § 365 TO REJECT CERTAIN EXECUTORY CONTRACTS**

TO THE HONORABLE ROBERT E. GERBER,
UNITED STATES BANKRUPTCY JUDGE:

General Motors Corporation (“GM”) and its affiliated debtors, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), respectfully represent:

Relief Requested

1. Pursuant to section 365(a) of title 11 of the United States Code (the “**Bankruptcy Code**”) and rules 6006 and 9014 of the Federal Rules of Bankruptcy Procedure

(the “**Bankruptcy Rules**”), the Debtors request authorization to reject certain executory contracts (the “**Executory Contracts**”). A list of the affected Executory Contracts is attached hereto as **Exhibit A**. The Debtors request that the rejection of the Executory Contracts be effective as of the respective dates set forth on **Exhibit A** (the “**Rejection Dates**”). A proposed form of order (the “**Order**”) is attached hereto as **Exhibit B**.

2. In accordance with Rule 6006(f), the proposed list of Executory Contracts lists parties alphabetically and contains fewer than 100 contracts.

Jurisdiction

3. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Background

4. On June 1, 2009, the Debtors filed a motion (the “**Sale Motion**”), requesting, inter alia, an order (the “**Sale Order**”), pursuant to 11 U.S.C. §§ 105, 363(b), (f), and (m), and 365, authorizing and approving (i) the sale of substantially all of the Debtors’ assets pursuant to a proposed Master Sale and Purchase Agreement and related agreements (the “**MPA**”) among the Debtors and Vehicle Acquisition Holdings LLC [now NGMCO, Inc.] (the “**Purchaser**”), a purchaser sponsored by the United States Department of the Treasury (the “**U.S. Treasury**”), free and clear of liens, claims, encumbrances, and other interests, including any successor liabilities (the “**363 Transaction**”), (ii) the assumption and assignment of certain executory contracts and unexpired leases of personal property and of nonresidential real property, and (iii) the approval of the UAW Retiree Settlement Agreement, subject to higher or better offers.

5. On July 5, 2009, the Court approved the 363 Transaction, which has been stayed pursuant to the Sale Order until July 9, 2009.

The Executory Contracts

6. The Debtors are currently undergoing a comprehensive review of their executory contracts to determine which contracts to assume and which to reject. Because the Debtors are in the process of selling substantially all of their assets and winding down their remaining operations, the Debtors no longer require certain executory contracts for their continued operations and will seek to reject those contracts that provide no meaningful value or benefit to the Debtors' estates. The Debtors have reviewed the Executory Contracts that are the subject of this Motion and have determined, in their sound business judgment, that continuing the Executory Contracts would be costly and would provide no corresponding benefit or utility to the Debtors or their estates.

7. The Executory Contracts include: (i) promotion and marketing agreements relating to GM brand vehicles that are included in the 363 Transaction or will be eliminated as part of the Debtors' subsequent wind down process, (ii) litigation settlement agreements, and (iii) a commodities purchase agreement relating to certain metals used in the manufacturing of emissions controls for GM brand vehicles that are included in the 363 Transaction and will no longer be manufactured by the Debtors.

8. Consequently, the Executory Contracts are not necessary for the Debtors' continued business operations or the administration of the Debtors' estates, and maintaining the Executory Contracts would impose unnecessary costs and burdens on the Debtors' estates. The Debtors have also explored the possibility of marketing the Executory Contracts, but have

determined that doing so would provide no meaningful benefit or value to the Debtors' estates. Accordingly, the Debtors submit this Motion to reject the Executory Contracts.

9. In each instance, the Debtors propose that the rejection of the Executory Contracts be effective as the Rejection Date set forth on **Exhibit A**. With respect to those Executory Contracts having an effective Rejection Date prior to July 22, 2009, the counterparties to such Executory Contracts will receive notice of the Motion via overnight mail.

Rejection of the Executory Contracts Is Supported by the Debtors' Business Judgment and Should Be Approved by the Court

10. Section 365(a) of the Bankruptcy Code provides, in pertinent part, that a debtor in possession, "subject to the court's approval, may assume or reject any executory contract or unexpired lease of the debtor." *See NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 521 (1984); *see also In re Lavigne*, 114 F.3d 379, 386 (2d Cir. 1997). "[T]he purpose behind allowing the assumption or rejection of executory contracts is to permit the trustee or debtor-in-possession to use valuable property of the estate and to 'renounce title to and abandon burdensome property.' " *Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.)*, 4 F.3d 1095, 1098 (2d Cir. 1993), *cert. dismissed*, 511 U.S. 1026 (1994).

11. Courts defer to a debtor's business judgment in rejecting an executory contract or unexpired lease, and upon finding that a debtor has exercised its sound business judgment, approve the rejection under section 365(a) of the Bankruptcy Code. *See Bildisco & Bildisco*, 465 U.S. at 523 (recognizing the "business judgment" standard used to approve rejection of executory contracts and unexpired leases); *Nostas Assocs. v. Costich (In re Klein Sleep Products, Inc.)*, 78 F.3d 18, 25 (2d Cir. 1996) (recognizing the "business judgment" standard used to approve rejection of executory contracts); *In re Minges*, 602 F.2d 38, 42-43 (2d Cir. 1979) (holding that the "business judgment" test is appropriate for determining when an

executory contract can be rejected); *In re G Survivor Corp.*, 171 B.R. 755, 757 (Bankr. S.D.N.Y. 1994), *aff'd*, 187 B.R. 111 (S.D.N.Y. 1995) (approving rejection of license by debtor because such rejection satisfied the “business judgment” test); *In re Child World, Inc.*, 142 B.R. 87, 89 (Bankr. S.D.N.Y. 1992) (stating that a debtor may assume or reject an unexpired lease under § 365(a) in the exercise of its “business judgment”).

12. The “business judgment” standard is not a strict standard; it requires only a showing that either assumption or rejection of the executory contract or unexpired lease will benefit the debtor’s estate. *See In re Helm*, 335 B.R. 528, 538 (Bankr. S.D.N.Y. 1996) (“To meet the business judgment test, the debtor in possession must ‘establish that rejection will benefit the estate.’”) (citation omitted); *In re Balco Equities, Inc.*, 323 B.R. 85, 99 (Bankr. S.D.N.Y. 2005) (“In determining whether the debtor has employed reasonable business discretion, the court for the most part must only determine that the rejection will likely benefit the estate.”) (quoting *G Survivor*, 171 B.R. at 757)). Further, under the business judgment standard, “[a] debtor’s decision to reject an executory contract must be summary affirmed unless it is the product of ‘bad faith, or whim or caprice’ ” *In re Trans World Airlines, Inc.*, 261 B.R. 103, 121 (Bankr. D. Del. 2001).

13. As noted above, the Debtors have reviewed the Executory Contracts and have determined that in light of the contemplated sale of substantially all of the Debtors’ assets and subsequent wind down, the Executory Contracts are no longer necessary for or beneficial to the Debtors’ ongoing business, and create unnecessary and burdensome expenses for the Debtors’ estates. In addition, the Debtors have determined that no meaningful value would be realized by the Debtors if the Executory Contracts were assumed and assigned to third parties. Accordingly, the Executory Contracts should be rejected.

Notice

Notice of this Motion has been provided to (i) the Office of the United States Trustee for the Southern District of New York, (ii) the attorneys for the United States Department of the Treasury, (iii) the attorneys for Export Development Canada, (iv) the attorneys for the agent under GM's prepetition secured term loan agreement, (v) the attorneys for the agent under GM's prepetition amended and restated secured revolving credit agreement, (vi) the attorneys for the statutory committee of unsecured creditors appointed in these chapter 11 cases, (vii) the attorneys for the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, (viii) the attorneys for the International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers—Communications Workers of America, (ix) the United States Department of Labor, (x) the attorneys for the National Automobile Dealers Association, (xi) the attorneys for the ad hoc bondholders committee, (xii) the U.S. Attorney's Office, S.D.N.Y., (xiii) the counterparties to the Executory Contracts, and (xiv) all entities that requested notice in these chapter 11 cases under Fed. R. Bankr. P. 2002. The Debtors submit that, in view of the facts and circumstances, such notice is sufficient and no other or further notice need be provided.

WHEREFORE, the Debtors respectfully request that the Court enter an order granting the relief requested herein and such other and further relief as is just and proper.

Dated: New York, New York
July 7, 2009

/s/ Joseph H. Smolinsky

Harvey R. Miller
Stephen Karotkin
Joseph H. Smolinsky

WEIL, GOTSHAL & MANGES LLP
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Attorneys for Debtors
and Debtors in Possession

Exhibit A

Executory Contracts

Exhibit A

	Counter Party / Parties	Contact/Address	Contract Description	Contract Date	Rejection Date
1	ALPINE SIERRA VENTURES AND HOMEWOOD VILLAGE RESORTS, LLC	Alpine Sierra Ventures and Homewood Village Resorts, LLC Attn: Deanna Gescheider 11025 Pioneer Trl Unit 101B Truckee, CA 96161-0250	Promotional Agreement	9/30/2008	7/22/2009
2	ASSURED MANAGEMENT CO.	Assured Management Co. Attn: Steve Glassman 1901 W. 47th Place, Suite 200 Westwood, KS 66205	Promotional Agreement (Tom Watson)	9/9/2008	7/22/2009
3	BALTIMORE OFFICE OF PROMOTION & THE ARTS	Baltimore Office Of Promotion & The Arts Attn: Bob Sicard 7 E. Redwood Street, Suite 500 Baltimore, MD 21202-1124	Promotional Agreement	4/24/2009	7/22/2009
4	BOEING CLASSIC	Boeing Classic Attn: Chuck Nelson 1325 Sixth Avenue Seattle, WA 98101	Promotional Agreement	8/17/2008	7/22/2009
5	CAGNAZZI RACING	Cagnazzi Racing Attn: Victor Cagnazzi 312 Rolling Hill Road Mooresville, NC 28117	NHRA Team Agreement	1/1/2009	7/22/2009
6	CASTLE HILL INC.	Castle Hill Inc. Attn: Rebecca Knapp 366 Thames Street Newport, RI 02840	Promotional Agreement	8/11/2008	7/22/2009
7	CHARLES SCHWAB & CO., INC.	Charles Schwab & Co., Inc. Attn: Leon Gilmore 17700 Arnold Drive Sonoma, CA 95476	Promotional Agreement	10/13/2008	7/22/2009
8	CLUB MANAGERS ASSOCIATION OF AMERICA	Club Managers Association Of America Attn: James Singerling 1733 King Street Alexandria, VA 22314	Promotional Agreement	4/24/2009	7/22/2009

Exhibit A

	Counter Party / Parties	Contact/Address	Contract Description	Contract Date	Rejection Date
9	COLORADO COPPER CYCLIST	Colorado Copper Cyclist Attn: Scott Olmsted 1855 South Pearl Street, #100 Denver, CO 80210	Promotional Agreement	3/18/2009	7/22/2009
10	DAVID LEADBETTER ENTERPRISES	David Leadbetter Enterprises Attn: David Leadbetter/David Pitt 1410 Masters Blvd. Champions Gate, FL 33896	Promotional Agreement	5/7/2009	7/22/2009
11	GOLDENBERG, MILLER, HELLER, ANTOGNOLI, ROWLAND, SHORT & GORI, P.C.	Goldenberg, Miller, Heller, Antognoli, Rowland, Short & Gori, P.C. Attn: Randy L. Gori 701 Market Street, Suite 1375 Gateway One Building Saint Louis, MO 63101-1848	Settlement Agreement	9/29/2006	7/22/2009
12	HARTFORD JAYCEES COMMUNITY FOUNDATION	Hartford Jaycees Community Foundation Attn: Nathan Grube 90 State House Square Hartford, CT 06103	Promotional Agreement	5/20/2009	7/22/2009
13	JMJ FILMS, INC.	JMJ Films, Inc. - Tim McCarver Show Attn: Jim Moskovitz 11 West 84Th Street, Apt. 4 New York, NY 10024-4761	Promotional Agreement (Tim McCarver Show)	4/24/2009	7/22/2009
14	KB RACING LLC	KB Racing LLC Attn: Ken Black 8085 Planting Fields Las Vegas, NV 89117	NHRA Team Agreement	1/1/2009	7/22/2009
15	KURT RACING	Kurt Racing Attn: Kurt Johnson 700 North Price Road Buford, GA 30518	NHRA Team Agreement	1/1/2009	7/22/2009
16	LUXE HOTEL SUNSET BOULEVARD	Luxe Hotel Sunset Boulevard Attn: Margit Haut 11461 Sunset Boulevard Los Angeles, CA 90049	Promotional Agreement	10/15/2008	7/22/2009

Exhibit A

	Counter Party / Parties	Contact/Address	Contract Description	Contract Date	Rejection Date
17	MAVIC, INC.	Mavic, Inc. Attn: John Berlinger 17 Parkridge Road Haverhill, MA 01835	Promotional Agreement	1/1/2009	7/22/2009
18	PEDREGON RACING	Pedregon Racing Attn: Tony Pedregon 462 Southpointe Circle Brownsburg, IN 46112	NHRA Team Agreement	1/1/2009	7/22/2009
19	PHILADELPHIA TRIATHLON, LLC ON BEHALF OF TRIUMPH APPAREL CORPORATION	Philadelphia Triathlon, LLC on behalf of Triumph Apparel Corporation Attn: Richard Adler 203 East Lancaster Avenue Wayne, PA 19087	Promotional Agreement	4/4/2009	7/22/2009
20	PLUMBING-HEATING-COOLING CONTRACTORS ASSOCIATION	Plumbing-Heating-Cooling Contractors Association Attn: Cindy Sheridan 180 South Washington Falls Church, VA 22046	Promotional Agreement	1/3/2009	7/22/2009
21	PRO-MOTOR ENGINEERING INC.	Pro-Motor Engineering Inc. Attn: Mark Smith 102 South Iredell Industrial Park Road Mooresville, NC 28115-7128	Engine R&D Promotional Agreement	7/22/2008	7/22/2009
22	RAMSEY LEWIS	Ramsey Lewis 200 East Delaware Place, Apt. 6A Chicago, IL 60611-5782	Promotional Agreement	12/1/2008	7/22/2009
23	REFRIGERATION SERVICE ENGINEERS SOCIETY	Refrigeration Service Engineers Society Attn: Josh Flaim 166 Rand Road Des Plaines, IL 60016	Promotional Agreement	1/3/2009	7/22/2009
24	ROCK RACING, INC.	Rock Racing, Inc. Attn: Michael Ball 3525 Eastham Drive, Suite A Culver City, CA 90232	Promotional Agreement	4/17/2009	7/22/2009

Exhibit A

	Counter Party / Parties	Contact/Address	Contract Description	Contract Date	Rejection Date
25	SATURN OF BERLIN, INC.	Saturn of Berlin, Inc. Attn: Anthony March C/O Crystal Motors II, LLC 27750 Wesley Chapel Blvd. Wesley Chapel, FL 33613	Rent Support Agreement; Former Saturn Location	8/18/2006	7/22/2009
26	SIMMONSCOOPER, LLC	SimmonsCooper, Llc 707 Berkshire Blvd. East Alton, IL 62024-1326	Settlement Agreement	1/1/2008	7/22/2009
27	SOUTH UNIVERSITY AREA ASSOCIATION	South University Area Association Attn: Maggie Ladd 605 Church Street, Suite 605 Ann Arbor, MI 48104	Promotional Agreement	5/4/2009	7/22/2009
28	STILLWATER MINING COMPANY	Stillwater Mining Company Attn: James Binando 536 East Pike Avenue Columbus, MT 59019 Stillwater Mining Company Attn: John Stark 1321 Discovery Drive Dillings, MT 59102	Commodity Supply Agreement	1/1/2008	7/9/2009
29	TEXAS AND SOUTHWESTERN CATTLE RAISERS ASSOCIATION	Texas And Southwestern Cattle Raisers Association Attn: Tim Niedecken 1301 West 7Th Street Fort Worth, TX 76102-2604	Promotional Agreement	1/3/2009	7/22/2009
30	WILLIAM GWATNEY; LITTLE ROCK AUTO GROUP, INC.	William Gwatney; Little Rock Auto Group, Inc. Attn: Diann Ford (Comptroller) 12601 West Markham Street Little Rock, AR 72211	Computer Support Agreement	3/1/2007	7/22/2009

Exhibit B

Proposed Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	:	
In re	:	Chapter 11 Case No.
	:	
GENERAL MOTORS CORP., <i>et al.</i> ,	:	09-50026 (REG)
	:	
Debtors.	:	(Jointly Administered)
	:	
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**THIRD OMNIBUS ORDER
PURSUANT TO 11 U.S.C. § 365 OF THE BANKRUPTCY
CODE TO REJECT CERTAIN EXECUTORY CONTRACTS**

Upon the motion, dated July 7, 2009 (the “**Motion**”)¹, of General Motors Corporation and its affiliated debtors, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), pursuant to section 365(a) of title 11, United States Code (the “**Bankruptcy Code**”), for entry of an order authorizing the Debtors to reject certain executory contracts, all as more fully described in the Motion; and due and proper notice of the Motion having been provided, and it appearing that no other or further notice need be provided; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, creditors, and all parties in interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is

¹ Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

ORDERED that the Motion is granted as provided herein; and it is further

ORDERED that pursuant to section 365(a) of the Bankruptcy Code and Bankruptcy Rules 6006 and 9014, the Debtors are hereby authorized to reject the Executory Contracts listed on **Annex I** attached hereto, effective as of the dates set forth on **Annex I** (the “**Rejection Dates**”); and it is further

ORDERED that upon service of this Order upon the counterparties to the Executory Contracts, the Executory Contracts shall be deemed rejected, effective as of the respective Rejection Dates; and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

Dated: _____, 2009
New York, New York

UNITED STATES BANKRUPTCY JUDGE

Annex I

Executory Contracts

Annex I

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7	CHARLES SCHWAB & CO., INC.	Charles Schwab & Co., Inc. Attn: Leon Gilmore 17700 Arnold Drive Sonoma, CA 95476	Promotional Agreement	10/13/2008	7/22/2009
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21	PRO-MOTOR ENGINEERING INC.	Pro-Motor Engineering Inc. Attn: Mark Smith 102 South Iredell Industrial Park Road Mooresville, NC 28115-7128	Engine R&D Promotional Agreement	7/22/2008	7/22/2009
22	RAMSEY LEWIS	Ramsey Lewis 200 East Delaware Place, Apt. 6A Chicago, IL 60611-5782	Promotional Agreement	12/1/2008	7/22/2009
23	REFRIGERATION SERVICE ENGINEERS SOCIETY	Refrigeration Service Engineers Society Attn: Josh Flaim 166 Rand Road Des Plaines, IL 60016	Promotional Agreement	1/3/2009	7/22/2009
24	ROCK RACING, INC.	Rock Racing, Inc. Attn: Michael Ball 3525 Eastham Drive, Suite A Culver City, CA 90232	Promotional Agreement	4/17/2009	7/22/2009

Annex I

	Counter Party / Parties	Contact/Address	Contract Description	Contract Date	Rejection Date
25	SATURN OF BERLIN, INC.	Saturn of Berlin, Inc. Attn: Anthony March C/O Crystal Motors II, LLC 27750 Wesley Chapel Blvd. Wesley Chapel, FL 33613	Rent Support Agreement; Former Saturn Location	8/18/2006	7/22/2009
26	SIMMONSCOOPER, LLC	SimmonsCooper, Llc 707 Berkshire Blvd. East Alton, IL 62024-1326	Settlement Agreement	1/1/2008	7/22/2009
27	SOUTH UNIVERSITY AREA ASSOCIATION	South University Area Association Attn: Maggie Ladd 605 Church Street, Suite 605 Ann Arbor, MI 48104	Promotional Agreement	5/4/2009	7/22/2009
28	STILLWATER MINING COMPANY	Stillwater Mining Company Attn: James Binando 536 East Pike Avenue Columbus, MT 59019 Stillwater Mining Company Attn: John Stark 1321 Discovery Drive Dillings, MT 59102	Commodity Supply Agreement	1/1/2008	7/9/2009
29	TEXAS AND SOUTHWESTERN CATTLE RAISERS ASSOCIATION	Texas And Southwestern Cattle Raisers Association Attn: Tim Niedecken 1301 West 7Th Street Fort Worth, TX 76102-2604	Promotional Agreement	1/3/2009	7/22/2009
30	WILLIAM GWATNEY; LITTLE ROCK AUTO GROUP, INC.	William Gwatney; Little Rock Auto Group, Inc. Attn: Diann Ford (Comptroller) 12601 West Markham Street Little Rock, AR 72211	Computer Support Agreement	3/1/2007	7/22/2009